

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release and Discharge

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fund 321 Limited Partnership, carrying on business as Wellington Financial Fund II		03/16/2007	LIMITED PARTNERSHIP: CANADA

**RECEIVING PARTY DATA**

Name:	AirIQ Marine, Inc.
Street Address:	1099 Kingston Road, Suite 233
City:	Pickering
State/Country:	CANADA
Postal Code:	L1V 1B5
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2263381	BOATCOMM
Registration Number:	2408052	BOATRACS
Registration Number:	2341173	BOATRACS

**CORRESPONDENCE DATA**

Fax Number: (416)362-0205  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 416-362-0223  
 Email: lawclerks@solutionslaw.com  
 Correspondent Name: Solutions Corporate Law Clerk Services  
 Address Line 1: 67 Yonge Street, Suite 701  
 Address Line 4: Toronto, CANADA M5E 1J8

**DOMESTIC REPRESENTATIVE**

Name: Jordan A. Lavine

OP \$90.00 2263381

**900148655**

**TRADEMARK  
 REEL: 004104 FRAME: 0238**

Address Line 1: 2005 Market Street, One Commerce Square  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7013

NAME OF SUBMITTER:	Mark McQueen on behalf of GP
Signature:	/Fund 321 Limited Partnership/
Date:	11/27/2009

Total Attachments: 2  
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source=Release#page2.tif

[LETTERHEAD OF WELLINGTON FINANCIAL FUND II]

March 16, 2007

**AirIQ Inc.**

Dear Sirs:

We refer to an amended and restated credit agreement dated April 5, 2006, originally entered into between AirIQ Inc. (the "**Borrower**") and Royal Bank of Canada, and subsequently assigned to Fund 321 Limited Partnership, carrying on business as Wellington Financial Fund II (the "**Lender**"), as amended by (i) a side letter between the Borrower and the Lender dated May 19, 2006, (ii) an amending agreement between the Borrower and the Lender dated June 20, 2006, (iii) an amending agreement between the Borrower and the Lender dated November 9, 2006, and (iv) an amending agreement between the Borrower and the Lender dated February 28, 2007 (as amended, the "**Credit Agreement**"). We also refer to a Series A Secured Debenture between the Borrower and the Lender dated June 20, 2006, as amended by an amending agreement dated November 9, 2006, as further amended by an amending agreement dated February 28, 2007 (as amended, the "**Debenture**"). We have been advised that the proceeds received by the Borrower pursuant to an asset purchase agreement between the Borrower, the Borrower's subsidiary, AirIQ U.S., Inc. and CalAmp DataCom, Inc. (as purchaser) and CalAmp Corp (the parent of purchaser) dated March 16, 2007 (the "**Asset Purchase Agreement**") will be used to repay the indebtedness and obligations owing to the Lender in full under the Credit Agreement and the Debenture as well as to pay all outstanding fees and expenses owing to the Lender and its legal counsel.

The undersigned hereby consents to the transactions described under the terms of the Asset Purchase Agreement. The undersigned irrevocably and unconditionally acknowledges and agrees that, the undersigned upon receiving (i) the sum of \$3,473,602.74 in satisfaction of all amounts owing by the Borrower to the undersigned under the Credit Agreement, plus a per diem amount of \$1,583.56 for each day after March 14, 2007, (ii) the sum of \$3,061,808.22 in satisfaction of all amounts owing by the Borrower to the undersigned under the Debenture, plus a per diem amount of \$1,643.84 for each day after March 14, 2007, and (iii) the sum of \$11,239.93 in satisfaction of all

fees and expenses owing to the Lender and its legal counsel, all charges, mortgages, encumbrances, liens and other security interests of the undersigned in and to or affecting any of the shares, undertaking, property and assets of the Borrower or any of its subsidiaries (collectively, the "Security Interests") are hereby released and discharged.

The undersigned (i) agrees to execute and deliver, at the request and expense of the Borrower, all financing statements, discharge statements, and all other documents and instruments reasonably required to evidence or record the discharge and release by the undersigned of the Security Interests, and (ii) acknowledges and agrees that, in the event of its failure to execute and deliver to the Borrower any of such documents or instruments, the Borrower shall be entitled to, and is irrevocably authorized to, designate any of its proper officers as the persons authorized and entitled to execute any of such documents or instruments, and to take all other steps and proceedings reasonably required to give effect to the foregoing release and discharge of the Security Interests and this letter shall constitute their good and sufficient authority for so doing.

This release and discharge shall be binding upon us and our successors and assigns and shall enure to the benefit of the Borrower its successors and assigns.

This release and discharge shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**FUND 321 LIMITED PARTNERSHIP,  
carrying on business as  
WELLINGTON FINANCIAL FUND  
II, by GP 4321 LIMITED  
PARTNERSHIP, its general partner,  
by 2037025 ONTARIO  
CORPORATION, its general partner**

By: \_\_\_\_\_

Authorized Signing Officer

*Mark McQueen*